

CUSHING HOSPITAL AUTHORITY

**OKLAHOMA HEART INSTITUTE – EXPANSION
1023 EAST CHERRY STREET, SUITE B
CUSHING, OKLAHOMA**

FEBRUARY 13, 2012

Specifications and Documents

Prepared by:

**Stephen R. Spears
City Engineer PE 11861**

MANDATORY PRE-BID MEETING: MARCH 1, 2012 @ 10:00 A.M.

BID DATE: MARCH 15, 2012 @ 10:00 A.M.

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NOTICE TO BIDDERS

The Cushing Hospital Authority will receive sealed bids at the office of the City Engineer, 100 Judy Adams Blvd., Cushing, Oklahoma, 74023, until 10:00 a.m. on March 15, 2012 for furnishing all superintendence, labor, material, equipment, consumable supplies and performing all work required to remodel approximately 2,636 sq. ft. of medical office space, 570 sq. ft. of common area space, the addition of a drop-off canopy, relocation of handicap parking striping, exterior repair and paint on the South side of the building adjacent to the remodeled space at the medical clinic located at 1023 East Cherry, Cushing, Oklahoma as specified on the plans and specifications. The project construction will be phased as shown on the drawings to insure the ongoing operation of Oklahoma Heart Institute during the remodeling process.

Bids received more than ninety-six hours (96), excluding Saturdays, Sundays, and holidays, before the time set for opening of bids, as well as bids received after the time set for opening of bids, will not be considered and will be returned unopened. Bids shall be firm for a period of not less than 90 days from the date of the bid opening.

The following bonds will be required: 5% Bid Bond, (or Cashier's Check or Certified Check), 100% Performance Bond, and a 100% Payment (Statutory) Bond or if Contractor's bid is less than \$100,000.00, an Irrevocable Letter of Credit issued by a financial institution insured by the Federal Deposit Insurance Corporation (FDIC) in the sum equal to 100% of the contract price in lieu of the required Performance and Statutory Bonds. The Bid Bond shall accompany the sealed proposal of each bidder.

Prior to commencing work under any contract, any non-resident contractor doing business in the State of Oklahoma shall register with the Oklahoma Tax Commission, the Oklahoma Employment Security Commission, the State Industrial Court and the County Assessor of Payne County in which contract work will be performed.

The Contractor is responsible for all permits required by the City of Cushing. Contractor will be responsible for all sales tax for materials purchased for this project. The Owner will provide electrical power and water as required for construction.

All contractors must have previous experience in remodeling medical facilities and be familiar with pre-construction risk assessments, infection control risk assessments and internal life safety measures. Contractor shall provide a list of all medical related projects completed within the last five (5) years. Contractor shall have completed a minimum of three (3) health care projects of similar scope and size.

All work shall be completed as specified within one hundred twenty (120) calendar days from the issuance of the Notice to Proceed.

The Contract Documents may be examined at the Office of the City Engineer, 100 Judy Adams Blvd., Cushing, Oklahoma, 74023. Plans and specifications may also be purchased directly from Ridgeways at (918) 663-8100 or a copy can be directly emailed by requesting the documents from the City Engineer at (918) 225-2395. Copies of all bid documents will also be available at Southwest Construction News and Bid News. All bids shall be made on forms, which will be provided by the City of Cushing.

A mandatory pre-bid conference will be held at the Cushing Regional Hospital Education Room located at 1027 East Cherry, Cushing, Oklahoma on March 1, 2012 at 10:00 a.m. All general contractors interested in providing a bid on the project are required to attend.

The City of Cushing reserves the right to reject any or all bids and waive any informalities.

THE CITY OF CUSHING

INSTRUCTIONS TO BIDDERS

- 1. Proposals shall provide for furnishing and delivering all equipment, materials and labor for fabrication, construction, installation or erection, placing in satisfactory operation and testing, including all specified services in accordance with the Notice to Bidders and more completely described in the drawings prepared by KC Medical Equipment and Interiors, LLC and in these specifications. All proposals shall be based on materials complying fully with the drawings and specifications. In the event proposals are based on materials, which do not so conform, the Contractor will be responsible for the furnishing of materials, which fully conform at no change in his bid price.**

- 2. Each section of the bidding or contract documents is complementary to the others, therefore, that which is called for by any one shall be as binding as if called for by all. The Contract shall include Notice to Bidders, Non-Collusion Affidavit, Business Relationship Affidavit, Proposal, Performance Bond, Statutory Bond, Maintenance Bond, Contract, and Drawings. The Contract, when executed, shall be deemed to include the entire agreement between parties thereto, and the Contractor shall not claim any modification thereof resulting from any misrepresentation or promise made at any time by any officer, agent, or employee of the Owner, or by any other person.**

- 3. Prior to the submission of his proposal, the Bidder shall have made a careful examination of the site of the project and of the bidding documents. The Bidder shall also become informed as to the location and nature of the proposed construction, the transportation facilities, streets, highways and bridges over which and during the construction of the project, labor conditions, general local conditions and any and all other matters that affect the cost and time of completion of this contract in accordance with the true meaning, spirit and intent of these specifications. (See Item 7)**

- 4. Proposals must be transmitted on forms provided in the bidding documents together with all supporting documents required. Incompleteness or lack of pertinent applicable data shall, therefore, be subject to rejection by the Owner. The entire bidding documents as bound, together with descriptive materials, shall be delivered to the Office of the City Engineer, 100 Judy Adams Blvd, Cushing, Oklahoma 74023, in a sealed envelope plainly marked with the work "Proposal", the name of the project and date and hour of the opening of the bids.**

If the proposal is submitted by an individual, his name must be signed by him or his duly authorized agent and his post office address given. If the proposal is submitted by a firm or partnership, the name and post office address of each member must be given and the proposal signed by a member of the firm or partnership as a person duly authorized. If the proposal is made by a company or corporation, the company or corporate name and the state under the law of which said company or corporation is chartered and the business address must be give and the proposal signed by an official or agency duly authorized. Powers of Attorney authorizing agents or others to sign proposals must be properly certified and must be in writing and must accompany the proposal.

All blanks in the proposal form shall be correctly filled in and the Bidder shall state the prices, distinctly and legibly written in ink or typewritten, in the spaces provided, for which he proposes to do the work. In case of conflict between words and numerals, the words shall govern. The prices stated in the proposal must include all labor and materials, in accordance with the

stipulations, and all other items of cost incidental to the proper completion of the work and no allowance will be made for any class or condition of materials outside the contract price. In case of error in the total bid for any or all items shown in the proposal, the extended total, based on unit prices for each item, shall govern and totals will be corrected accordingly.

5. Each bidder shall include and shall be deemed to have included in the price quoted in the proposal the amounts which it is estimated will be payable to the successful Bidder or by the Owner on account of taxes imposed by any taxing authority upon the sale, purchase, or use of material supplied, or equipment incorporated in the project. All taxes, including sales tax, of the foregoing description shall be payable by the Contractor.

6. The Bidder shall include with this proposal complete manufacturer's specifications, construction material specifications or equipment components, prints, photographs any other descriptive material to properly and completely illustrate design and construction of specified equipment. Such manufacturer's specifications shall become a part of the final contract. Any proposal which does not include sufficient descriptive material to accurately describe the equipment and construction and installation material and equipment bid upon will be subject to rejection as insufficient or irregular.

7. If anyone contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, may submit to Kris Eenhuis-Wilkins at KC Medical Equipment and Interiors, LLC at 430510 East 290 Road, Vinita, Oklahoma 74301 (918) 256-9057 for a written interpretation thereof. The persons submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. Cushing Hospital Authority will not be responsible for any other explanation or interpretation of the proposed documents.

8. All addenda that are issued to Bidders after the bidding documents have been distributed and which addenda are acknowledged by the Bidder in the order and sequence in which addenda are issued shall also become part of the Contract as if they were separately and individually signed by both contracting parties, sealed and attested. Copies of addenda shall be attached to the final signed contract documents.

9. Firm bid prices are desired. If bid prices submitted are not firm, the Bidder shall indicate the maximum amount of escalation, which will be added. In comparing bid prices, the maximum possible contract price will be used. (base price plus maximum escalation)

10. The attention of all Bidders is called to the federal, state and municipal laws, regulations and ordinances in reference to labor, materials, equipment, specifications, proposals or bids, contracts, certified checks, bonds (bidding, performance, statutory), affidavits and all other matters pertaining to the relationship between Owner, Contractor and Engineer.

11. Bid Bond: Proposals will not be considered unless accompanied by a Bid Bond or certified or cashier's check in the required amount made payable to the Owner. The check shall be in the amount as designated in the advertisement. The proposal guarantee is required as evidence of good faith and as a guarantee that, if awarded the contract, the Bidder will execute the contract and furnish the required bonds within the required time.

12. Withdrawal of Proposals: Permission will not be granted to withdraw or modify any proposal after it has been filed and before the time set for opening proposals. Request for non-consideration of proposals must be made in writing addressed to the Owner and filed with the City Clerk before the time set for opening proposals. After other proposals are opened and read, the proposal for which withdrawal is properly requested will be returned unopened.

13. Opening of Proposals: The proposals will be opened in the presence of the Owner at the time stated in the advertisement. Bidders are invited to attend the meeting at the time set for opening proposals.

14. Consideration of Proposals: After proposals are opened, those containing unit prices will be tabulated for comparison on the bases of the quantities shown in the approximate estimate. Until the final award of the contract, the Owner reserves the right to reject any and all proposals, to waive technicalities and to advertise for new proposals or proceed to do the work otherwise when the best interests of the Owner will be promoted thereby. Any technical error or irregularities waived must be corrected on the proposal on which they occur prior to the execution of any contract to be awarded thereon. The Owner further reserves the right to select all, any one, or any combination of the various schedules or alternates thereto of the Bidder's proposal.

15. Disqualifications of Bidders: Bidders will be disqualified and their proposals not considered for any of the following specific reasons:

- (a) Where more than one proposal for an individual, firm, partnership or corporation is filed under the same or different names and where such proposals are not identical in every respect.
- (b) Reasonable grounds for believing that the bidder is interested in more than one proposal for the work contemplated or materials to be furnished.
- (c) Reason for believing that collusion exists among the bidders.
- (d) The Bidder's being in arrears on any existing contracts, interested in any litigation against the Owner or having defaulted on a previous contract.
- (e) Lack of competency, as revealed by the financial statement, experience and equipment questionnaires, etc.
- (f) Uncompleted work, which, in the judgment of the Owner, will hinder or prevent the prompt completion of additional work, if awarded.

16. Award of Contract: The Owner reserves the right to withhold the award of the contract for a reasonable period of time from the date of opening the proposals and no award will be made until the necessary investigations are made as to the responsibility of the low bidder. The awarding of the contract shall give the Bidder no right of action or claim against the Owner upon such contract until the execution of the contract shall have been completed and the contract delivered to the Contractor.

17. Bid security (bid bonds or certified checks or cashier's checks) of the three bidders submitting the proposals selected as first, second, and third preferences will be retained until the contract has been awarded and the successful Bidder's bonds and other contract documents have been approved and executed. They will be returned to the three Bidders within five (5) days after the execution and approval of the contract. The bid security of all other Bidders will be returned within ten (10) days after the opening of the bids.

18. Surety Bonds: With the execution and delivery of the contract, the Contractor shall furnish and file with the Owner in the amounts herein required the following surety bonds:

- (a) A good sufficient Performance Bond in an amount equal to one hundred percent (100%) of the approximate total amount of the contract, guaranteeing the full and faithful execution of the work and performance of the contract and for the protection of the Owner and all property owners interested against any damage by reason of the negligence of the Contractor, or the improper execution of the work or the use of inferior materials.**
- (b) A good and sufficient Statutory Bond in an amount equal to one hundred percent (100%) of the approximate total amount of the contract, guaranteeing payment for all labor, materials, and equipment used in the construction of the improvement.**

The warranty shall begin on the date of official acceptance of the completed installation by resolution of the Owner or not later than sixty (60) days after completion of satisfactory final acceptance tests, whichever is sooner.

No surety will be accepted who is now in default or delinquent on any bond or who is interested in any litigation against the Owner. All bonds shall be made on forms furnished herein and shall be executed by surety companies licensed to do business in the State of Oklahoma and acceptable to the Owner. Each bond shall be executed by the Contractor and the surety and the bonds shall bear the date of execution of the contract.

Should any surety on the contract be determined unsatisfactory at any time by the Owner, notice will be given to the Contractor to that effect and the Contractor shall forthwith substitute a new surety or sureties satisfactory to the Owner. No payment will be made under the contract until the new surety or sureties, as required, has qualified and been accepted by the Owner. The contract shall not be operative nor shall any payments be due until approval of the bonds has been made by the Owner.

19. Execution of Contract: The person or persons, partnership, company or firm or corporation to whom a contract is awarded shall within ten (10) days after such award, sign the necessary agreements entering into the required contract with the Owner and execute and deliver the required bonds.

No contract shall be binding on the Owner until it has been approved by the Owner, executed by the Owner and delivered to the Contractor.

20. Contract Documents: The contract agreement shall be signed in triplicate by the Owner and the Contractor. The accepted proposal will be retained by the Owner for his files. Conformed copies for contract purposes shall be made up by the Engineer as follows:

**2 for the Owner
1 for the Contractor
1 for the Bonding Company
1 for the Engineer**

21. In case of failure or neglect on the part of the successful Bidder to execute the contract and furnish the required bonds for the full amount of the contract on forms and from a surety or sureties satisfactory to the Owner within ten (10) days after award of Contract, the Bidder will be considered to have abandoned the proposal and the amount of the Bid Bond, certified or cashier's check required as security for the proposal shall be forfeited to the Owner as liquidated damages for such failure or refusal to enter into the contract to any other Bidder.

22. Insurance: At the time of the execution of the contract, Contractor shall present to the Owner triplicate Certificates of Insurance. The requirements for the insurance to be carried by the Contractor are as specified in the Contract Documents. The requirements for the surety are the same as in Item 18 of these Instructions to Bidders.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto _____ as Owner in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this _____ day of _____, _____.

The condition of the above obligation is such that whereas the Principal has submitted to _____ a certain Bid attached hereto and hereby made a part hereof to enter into a contract in writing, for the _____

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternative.**
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect: it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.**

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid: and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affected and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (L.S.)

Surety

(SEAL)

By: _____

PROPOSAL

Proposal of _____, a corporation organized and existing under the laws of the State of _____, with principal offices at _____:

Proposal of _____, a partnership consisting of _____ with offices at _____:

Proposal of _____, an individual trading as _____ with offices at _____:

TO:

**Honorable Chairman and Members
Cushing Hospital Authority
Cushing, Oklahoma 74023-0311**

Gentlemen:

Having carefully examined the plans and specifications and other contract documents and having fully investigated the location, character and extent of the work to be done and the materials to be furnished in connection with the construction of the improvements as set forth in the plans and specifications and, being familiar with the type of construction work involved, the undersigned hereby proposes to furnish all tools, appliances, equipment, materials, labor and all minor items necessary to provide a finished project, ready for operation and to construct and complete the project in a thorough, workmanlike and satisfactory manner in accordance with the plans and specifications therefore and the documents attached hereto, to the satisfaction of the Engineer representing the Owner and to the satisfaction and acceptance of the work by the Owner for the following lump sum as set out herein. Any quantities shown are approximate and are for comparison of bids and to determine approximate amount of the contract. The amount bid includes all payment due for full performance of the project work.

If this proposal is accepted, this bidder proposes and agrees to enter into a contract with the Owner within ten days after the acceptance of the bid for the construction of the improvements as set out in and required by the plans and specifications on file in the Office of the City Engineer.

Enclosed herewith is bidder's (Certified Check) (Bid Bond) (Cashier's Check) in the amount of 5% of the bid together with the affidavits required by law.

Bidder will complete the work for the following price:

LUMP SUM CONTRACT PRICE _____

Use words

(\$ _____)

Figures

Contractor further agrees to complete all work as specified within one hundred twenty (120) calendar days from the issuance of the Notice to Proceed.

The proposed to be done shall be accepted when fully completed and finished in accordance with the plans and specifications to the satisfaction of the Engineer.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

NOTE: Unit and lump sum prices must be shown in work and figures for each item listed in this proposal and in the event of discrepancy, the words shall control. Should bid prices on any items be omitted, the right is reserved to apply the lowest prices submitted by any other bidders for the omitted items in payment or work done under this proposal.

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

Addendum No. 1 dated _____	Received _____
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____
Addendum No. 4 dated _____	Received _____

Respectfully submitted,

Address:

By: _____

Title: _____

Telephone:

Fax:

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF)
) SS
COUNTY OF)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the Bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture or other business relationship presently in effect or which existed within one (1) year prior to date of this statement with the architect, engineer or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to date of this statement between any officer or director of the architectural or engineering firm or other party to the project is as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

(If none of the business relationships hereinabove mentioned exists, affiant should so state)

Affiant

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My Commission Expires:

NON-COLLUSION AFFIDAVIT

STATE OF

)

) SS

COUNTY OF

)

_____, of lawful age being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of compensation by agreement to bid at a fixed price or to refrain from bidding; or with any other representative or employee of the Owner as to quantity, quality or price in the prospective contract; or in any discussions between bidder and any other representative or employee of the Owner concerning exchange of money or other thing(s) of value for special consideration in the letting of a contract.

Affiant

Subscribed and sworn before me this _____ day of _____, _____.

Notary Public

My Commission Expires:

CLAIM OR INVOICE AFFIDAVIT

STATE OF)
) SS
COUNTY OF)

The undersigned (architect, contractor, supplier, engineer, or supervisory official), of lawful age, being first duly sworn, on oath says that this (invoice, claim or contract) is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim (has, have) been (completed, supplied) in accordance with the plans, specifications, orders or requests furnished to the affiant. Affiant further states that (he, she, they) (has, have) made no payment, given or donated or agreed to pay, give or donate, either directly or indirectly, to any elected official, or any other employee or representative of the Owner, of money or any other thing of value to obtain payment or the award of this contract.

Contractor or Supplier

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My Commission Expires:

Seal

Architect, Engineer or Other Supervisory Official

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My Commission Expires:

Seal

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: _____

The **OWNER** has considered the **BID** submitted by you for the above described **WORK** in response to its Advertisement for Bids dated _____ and Information for Bidders.

You are hereby notified that your **BID** has been accepted for items in the amount of \$ _____.

You are required by the Information for Bidders to execute the Agreement and furnish the required **CONTRACTOR'S Performance BOND, Payment BOND and Certificates of Insurance** within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said **BONDS** within ten (10) days from the date of this Notice, said **OWNER** will be entitled to consider all your rights arising out of the **OWNER'S** acceptance of your **BID** as abandoned and as a forfeiture of your **BID BOND**. The **OWNER** will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this **NOTICE OF AWARD** to the **OWNER**.

Dated this _____ day of _____, _____.

OWNER

By

Title

ACCEPTANCE OF NOTICE:

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged by _____ this the _____ day of _____, _____.
By _____, Title _____.

AGREEMENT

THIS AGREEMENT, made and entered into effective this ___ day of _____, 2012, by and between the Cushing Hospital Authority, 100 Judy Adams Blvd., Cushing, OK 74023, ("OWNER") and _____, _____, City of _____, County of _____, and State of _____, ("CONTRACTOR").

WITNESSETH: That for and in consideration of the payments and agreements hereinafter contained, it is mutually agreed as follows:

- 1. The CONTRACTOR will commence and complete the remodeling of approximately 2,636 sq. ft. of medical office space, 570 sq. ft. of common area space, the addition of a drop-off canopy, relocation of handicap parking striping, exterior repair and paint on the South side of the building adjacent to the remodeled space at the medical clinic located at 1023 East Cherry, Cushing, Oklahoma as specified on the plans and specifications.**
- 2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, supervision and other services necessary for the completion of the PROJECT described herein including phasing of the project as outlined on the plans to keep Oklahoma Heart Institute operational during construction.**
- 3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 120 days of the NOTICE TO PROCEED unless the period of completion is extended otherwise by the CONTRACT DOCUMENTS.**
- 4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the total sum of \$_____ as shown on the Contractor's proposal.**
- 5. The term "CONTRACT DOCUMENTS" means and includes the following:**
 - (A) Notice to Bidders**
 - (B) Instructions to Bidders**
 - (C) Bid Bond**
 - (D) Proposal**

- (E) Affidavits**
- (F) Notice of Award**
- (G) Agreement**
- (H) Performance Bond**
- (I) Statutory Bond**
- (J) Defect Bond**
- (K) Notice to Proceed**
- (L) Special Stipulations**
- (M) Drawings prepared by KC Medical Equipment and Interiors, LLC entitled "Oklahoma Heart Institute – Expansion, 1023 East Cherry Street, Suite B, Cushing, Oklahoma 74023."**

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the Invitation to Bid such amounts as required by the CONTRACT DOCUMENTS.

7. It is understood that the following are also required of the Contractor in performance of this contract.

a. Contractor shall hold the Owner harmless from liability for any acts, omissions or commissions of the Contractor or his agents, servants and/or employees, arising out of the work hereunder and shall defend Owner from any claims, suits or actions brought against Owner as a result thereof.

b. Contractor shall provide Owner a Certificate of Insurance for public liability and worker's compensation coverage prior to commencing any work.

8. This Agreement shall be governed by the laws of the State of Oklahoma. Jurisdiction and venue for bringing any legal action or lawsuits against the Owner shall be the district court of Payne County, Oklahoma, arising out of any aspect of the work under this Agreement.

9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in triplicate, each of which shall be deemed an original effective on the date first above written.

OWNER:

CUSHING HOSPITAL AUTHORITY

BY: _____
CHAIRMAN, BOARD OF TRUSTEES

(SEAL)

ATTEST:

SECRETARY

CONTRACTOR:

BY: _____
NAME/TITLE

APPROVED AS TO FORM AND LEGALITY:

J. STEWART ARTHURS
CITY ATTORNEY

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, as Principal, and _____, a corporation organized under the laws of the State of _____ and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto _____ in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, _____.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written contract with _____ dated _____ for all in compliance with the plans and specifications therefore, made a part of said contract and on file in the Office of the City Engineer.

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly, and faithfully perform and abide by said Contract and each and every covenant, condition, and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said Contract and said specifications; and if said Principal shall promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor performed on such work, whether by subcontract or otherwise; and is said Principal shall protect and save harmless said _____ from all loss,

(State of other Entity)

damage and expense to life or suffered or sustained by any person, firm, or corporation caused by said Principal or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of said Principal or his or its agents, servants, or employees, and if said Principal shall protect and save _____ harmless from all

(State or other Entity)

suits an of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no charges or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Principal:

ATTEST:

By:

Title

Surety:

By:

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal, and _____, a corporation organized under the laws of the State of Oklahoma and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto _____ in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, _____.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written contract with _____ dated _____ for

all in compliance with the plans and specifications therefore, made a part of said contract on file in the Office of the City Engineer.

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractors of said Principal who perform work in the performance of such contract, for labor and materials and repairs to, and parts for equipment used and consumed in the performance of said contract after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of procedure herein fixed shall effect the releasing of the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year set forth below.

DATED this _____ day of _____, _____.

PRINCIPAL:

By:

Title

ATTEST:

SURETY:

By:

Attorney-in-fact

MAINTENANCE BOND

(Defect Bond)

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal,
and _____, a Corporation,
organized under the laws of the State of _____, and authorized to transact business in the
State of Oklahoma, as Surety, are held and firmly bound unto
_____, in the penal sum of:
(City, or Town of Trust Authority)

_____ Dollars (\$_____)

in lawful money of the United States of America, said sum being equal to One Hundred Percent (100%)
of the contract price for payment of which, well and truly to be made, we bind ourselves and each of us,
our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by
these presents.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written contract with
_____ dated _____,
(City, Town of Trust Authority)

for: _____

all in compliance with the plans and specifications therefore, made a part of said Contract and on file in
the office of:

NOW, THEREFORE, if said principal shall pay or cause to be paid to

(City, Town, or Trust Authority)

all damage, loss, and expense which may result by reason of defective materials and/or workmanship in
connection with said work, occurring within a period of one (1) year from and after the acceptance of said
project by _____
(City, Town, or Trust Authority)

then this obligation shall be null and void, otherwise to be and remain in full force and effect.

MAINTENANCE BOND
(Defect Bond)
continued

It is further expressly agreed and understood by the parties that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year set forth below.

Dated this _____ day of _____, _____.

PRINCIPAL:

By: _____

ATTEST:

SURETY:

By: _____

Attorney-in-Fact

NOTICE TO PROCEED

To: _____

Date: _____
Project: _____

You are hereby notified to commence WORK in accordance with the Agreement
Dated _____, _____, **on or before** _____, _____, **and**
You are to complete the WORK within _____ **consecutive calendar days thereafter.**
The date of completion of all WORK is therefore _____, _____.

OWNER

By

Title

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

By _____

dated _____, _____.

By _____

Title _____

SPECIAL STIPULATIONS

INSURANCE

The Contractor shall at all times during the contract maintain in full force and effect Employer's Liability, Workers' Compensation, Public Liability and Property Damage insurance, including contractual liability coverage for the provisions herein. All insurance shall be by insurers and for policy limits acceptable to the CHA and before commencement of work hereunder the Contractor agrees to furnish CHA with certificates or other evidence satisfactory to CHA to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligations:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, sixty (60) days prior written notice will be given the certificate holder."

For the purposes of the contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation Employer's Liability	Statutory \$ 500,000
Bodily Injury Liability except Automobile	\$ 500,000 each occurrence \$1,000,000 aggregate
Property Damage Liability except Automobile	\$ 500,000 each occurrence \$1,000,000 aggregate
Automobile Bodily Injury Liability	\$ 500,000 each person \$1,000,000 each occurrence
Automobile Property Damage Liability	\$ 500,000 each occurrence
Excess Umbrella Liability	\$ 500,000 each occurrence